

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS

MATT AUFFENBERG & JAMES	)	
AUFFENBERG JR.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NO.: 3:23-cv-1887-GCS
	)	
ADDMI, INC.,	)	
	)	
Defendant.	)	

**AMENDED COMPLAINT**

Come now, the Plaintiffs, Matt Auffenberg and James Auffenberg Jr., by and through their attorney Jarrod P. Beasley of Kuehn, Beasley & Young, P.C., and hereby states this cause of action against Defendant, AddMi, Inc.,:

**COUNT 1**

1. Plaintiff Matt Auffenberg is a resident of the State of Illinois, within St. Clair County, Illinois.
2. Plaintiff James Auffenberg Jr. is a resident of the State of Illinois, within St. Clair County, Illinois.
3. On information and belief, at all times relevant, Defendant AddMi, Inc. ("AddMi") was and is a corporation organized and existing under the laws of the state of Delaware having its principal place of business in New Mexico.

4. On or about May 13, 2020, Plaintiff Matt Auffenberg and Defendant executed a Convertible Promissory Note in the original principal amount of \$300,000.00 to evidence Defendant's indebtedness to Matt Auffenberg. A true and correct copy of the Convertible Promissory Note #1 is attached hereto as Exhibit A and incorporated herein.
5. Pursuant to the terms of Note #1, the note matured on May 12, 2022, and Defendant became obligated to pay Matt Auffenberg the aforesaid principal amount of \$300,000.00, plus all accrued interest, in one payment of all outstanding principal and all unpaid interest.
6. Plaintiff Matt Auffenberg has made multiple demands for payment of Note #1.
7. To date no payments have been made on the indebtedness.
8. On or about June 29, 2020, Plaintiff Matt Auffenberg and Defendant executed a Convertible Promissory Note in the original principal amount of \$200,000.00 to evidence Defendant's indebtedness to Matt Auffenberg. A true and correct copy of the Convertible Promissory Note #2 is attached hereto as Exhibit B and incorporated herein.
9. Pursuant to the terms of Note #2, the note matured on May 12, 2022, and Defendant became obligated to pay Matt Auffenberg the aforesaid principal amount of \$200,000.00, plus all accrued interest, in one payment of all outstanding principal and all unpaid interest.

10. Plaintiff Matt Auffenberg has made multiple demands for payment of Note #2.
11. To date no payments have been made on the indebtedness.
12. On or about August 31, 2020, Plaintiff Matt Auffenberg and Defendant executed a Convertible Promissory Note in the original principal amount of \$500,000.00 to evidence Defendant's indebtedness to Matt Auffenberg. A true and correct copy of the Convertible Promissory Note #3 is attached hereto as Exhibit C and incorporated herein.
13. Pursuant to the terms of Note #3, the note matured on May 12, 2022, and Defendant became obligated to pay Matt Auffenberg the aforesaid principal amount of \$200,000.00, plus all accrued interest, in one payment of all outstanding principal and all unpaid interest.
14. Plaintiff has made multiple demands for payment of Note #3.
15. To date no payments have been made on the indebtedness.
16. On or about February 2, 2023, Plaintiff Matt Auffenberg and Defendant executed a Convertible Promissory Note in the original principal amount of \$325,000.00 to evidence Defendant's indebtedness to Matt Auffenberg. A true and correct copy of the Convertible Promissory Note #4 is attached hereto as Exhibit D and incorporated herein.
17. Pursuant to the terms of Note #4, the note matured on November 1, 2023, and Defendant became obligated to pay Matt Auffenberg the aforesaid principal

amount of \$325,000.00, plus all accrued interest, in one payment of all outstanding principal and all unpaid interest.

18. Plaintiff Matt Auffenberg has made demand for payment of Note #4.

19. To date no payments have been made on the indebtedness.

20. On information and belief, Defendant, through its CEO Andy Lim has violated the terms of the notes, Section 3(ix), by comingling funds, using corporate funds for his personal, family or household use rather than exclusively for the operations of its business.

21. Pursuant to the terms of Notes #1, #2, #3, and #4 Defendant was obligated to pay 7% interest on the notes.

22. As of the date of this filing, Defendant was and is in default by reason of its failure to pay all principal and accrued interest upon the maturity of the Notes and the requests for satisfaction.

23. As of November 17, 2023, a principal balance of \$1,325,000, remains due on the Notes, together with accrued interest in the amount of \$251,654.79.

24. By reason of the foregoing, Matt Auffenberg has been damaged in the aggregate sum of \$1,576,654.79 as of November 17, 2023.

25. Per the terms of the Notes, Section 4(b), Defendant is also responsible for the payment of all attorney fees and Court costs accrued in enforcing the terms of these agreements.

WHEREFORE, Plaintiff prays this Court enter its Judgment for Plaintiff Matt Auffenberg in an amount to be determined, plus costs and attorney fees and for such further relief as this Court deems just and proper.

## COUNT II

26. Plaintiff James Auffenberg Jr. is a resident of the State of Illinois, within St. Clair County, Illinois.

27. On information and belief, at all times relevant, Defendant AddMi, Inc.

("AddMi") was and is a corporation organized and existing under the laws of the state of Delaware having its principal place of business in New Mexico.

28. In 2020, Plaintiff and Defendant executed a Convertible Promissory Note in the original principal amount of \$1,000,000.00 to evidence Defendant's indebtedness to James Auffenberg Jr. A true and correct copy of the Convertible Promissory Note is attached hereto as Exhibit E and incorporated herein.

29. Pursuant to the terms of Convertible Promissory Note, the note matured in its entirety on May 12, 2022, and Defendant became obligated to pay James Auffenberg the aforesaid principal amount of \$1,000,000.00, plus all accrued interest, in one payment of all outstanding principal and all unpaid interest.

30. Plaintiff has made multiple demands for payment of the Convertible Promissory Note.

31. To date no payments have been made on the indebtedness.

32. As of the date of this filing, Defendant was and is in default by reason of its failure to pay all principal and accrued interest upon the maturity of the Convertible Promissory Notes and the requests for satisfaction.

33. As of November 17, 2023, a principal balance of \$1,000,000.00, remains due on the Convertible Promissory Notes, together with accrued interest in the amount of \$163,828.77.

34. By reason of the foregoing, James Auffenberg has been damaged in the aggregate sum of \$1,163,828.77 as of November 17, 2023.

35. Per the terms of the Convertible Promissory Notes, Section 4(b), Defendant is also responsible for the payment of all attorney fees and Court costs accrued in enforcing the terms of these agreements.

WHEREFORE, Plaintiff prays this Court enter its Judgment for Plaintiff in an amount to be determined, plus costs and attorney fees and for such further relief as this Court deems just and proper.

Respectfully Submitted,

/s Jarrod P. Beasley  
Jarrod P. Beasley #6274536  
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CERTIFICATE OF SERVICE

I, the undersigned, on the 28th day of November 2023, emailed a copy of this document, addressed to:

Christopher O. Miller, #6328765  
120 South Central Ave., Suite 700  
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/s/Erin Kelley  
Erin Kelley  
Kuehn, Beasley & Young, P.C.